

Exhibit A

financial institution

(9) the term "financial institution" means a State or National bank, a State or Federal savings and loan association, a mutual savings bank, a State or Federal credit union, or any other person who, directly or indirectly, holds an account belonging to a consumer;

Source

15 USC § 1693a(9)
(/uscode/text/15/1693a#9)

Scoping language

As used in this subchapter

Is this correct? okay or

not okay

Exhibit B

CAPITAL ONE, N.A.
P.O. BOX 85870
RICHMOND VA 23285 8570

July 22, 2021

RUBY M MURRAY
1311 LABELLE AVE
PITTSBURGH PA 15221

Case Reference Number: 021060916255149
CFPB File Number: 210608-6716866

Dear Ruby M. Murray,

We are writing in response to your submission to the Consumer Financial Protection Bureau, regarding your Capital One Auto Finance ("COAF") account ending in -8553. This matter was forwarded to Capital One for research and response.

Our records confirm we have previously responded to this matter on February 23, 2021. We have included a copy of that response for your records, along with an updated payment transaction history.

While we understand you would like COAF to modify the information we are reporting for this account, we have confirmed we accurately reported this account to the National Consumer Reporting Agencies ("NCRAs") as current 30 days past due for June 2021. Please note, it is COAF's policy to report the status of an account to the NCRAs as the account status reflects on the last day of the month.

We also confirmed we accurately reported the historical status of this account to the NCRAs as follows:

- 30 or more days past due for the months of November 2020, December 2020, and January 2021; and
- 60 or more days past due for the months of February 2021, March 2021, and April 2021.

Furthermore, COAF has responded accurately to the credit bureau dispute received to date associated with this account.

As we previously explained, we are accurately reporting your account to the credit reporting agencies, and we respectfully decline your request to change our accurate reporting of this account to the NCRAs, remove this tradeline from your credit bureau report, or for

Exhibit C

compensation. Additionally, we also respectfully decline your request to cancel the account balance, or to provide a lien-free title.

Capital One Auto Finance is upholding our previous response. As this issue has been previously addressed, we may not respond to any future requests regarding this matter.

Sincerely,

*Office of the President,
Capital One Auto Finance*

Enclosures

cc: Consumer Financial Protection Bureau



Exhibit D

Transaction History Report

Date: 2/22/2021

Time: 3:49:50PM

Account #		Borrower		Transaction Type		ALL	Transaction Level	ALL	From:	08/22/2000	To:	02/22/2021	
Process Date	Seq	Interest	Principal	Misc1	Balance	Effective Date	Tr.Code	Action/Field	Change Data	Misc3 N	Total	Int Adj	Desc
01/09/2021	003				23,939.31	01/09/2021	29	900	IEU .00 NEXT DUE 12/30/20				
01/09/2021	002	252.40	47.60	.00	23,939.31	01/09/2021	30	A		300.00	.00	ACHP	
12/14/2020	003				23,986.91	12/14/2020	29	900	IEU .00 NEXT DUE 11/30/20				
12/14/2020	002	637.38	262.62	.00	23,986.91	12/14/2020	30	A		900.00	.00	DBTP	
10/10/2020	003				24,249.53	10/10/2020	29	900	IEU .00 NEXT DUE 10/30/20				
10/10/2020	002	306.41	193.59	.00	24,249.53	10/10/2020	30	A		500.00	.00	DBTP	
09/09/2020	003				24,443.12	09/09/2020	29	900	IEU .00 NEXT DUE 09/30/20				
09/09/2020	002	397.82	152.18	.00	24,443.12	09/09/2020	30	A		550.00	.00	DBTP	
08/11/2020	001	.00	24,595.30		24,595.30	07/31/2020	22			.00	109.40		

Object 006JIAKI (Page 14 of 47)

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

LAW 553-PA-e 12/19**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**

Buyer Name and Address (Including County and Zip Code) Ruby Morgan Brandy Murray 1311 Labelle Ave Pittsburgh, PA 15221-1631 ALLEGHENY	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) Carvana LLC 1300 Brockwell Street Bridgeville, PA 15017
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
Used	2017	Honda CR-V	N/A	2HKRW2H87HH618250	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price	
The cost of your credit as a yearly rate. 14.80 %	The dollar amount the credit will cost you. \$ 12,657.50	The amount of credit provided to you or on your behalf. \$ 24,595.30	The amount you will have paid after you have made all payments as scheduled. \$ 37,252.80	The total cost of your purchase on credit, including your down payment of 2,900.00. \$ 40,152.80 is	

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	\$ 517.40	Monthly beginning 08/30/2020
N/A	\$ N/A	N/A

N/A

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% of the part of the payment that is late.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you do not meet your contract obligations, you may lose the vehicle.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Exhibit F

POSTMASTER: PLEASE POST IN A CONSPICUOUS PLACE. — JAMES A. FARLEY, Postmaster General

UNDER EXECUTIVE ORDER OF THE PRESIDENT

issued April 5, 1933

all persons are required to deliver

ON OR BEFORE MAY 1, 1933

**all GOLD COIN, GOLD BULLION, AND
GOLD CERTIFICATES** now owned by them to
a Federal Reserve Bank, branch or agency, or to
any member bank of the Federal Reserve System.

Executive Order

**ESTABLISHING THE FEDERATION OF CHILDREN, GOLD BULLION
AND GOLD CERTIFICATES.**

On virtue of the authority vested in me by Section One of the Act of Congress of 1917, as granted by Section I of the Act of April 24, 1918, entitled "An Act to provide relief to the disabled national veterans in banking and for other purposes," while immediately before Congress, and after a review thereof, I, Franklin D. Roosevelt, President of the United States of America, do declare that said national emergency still continues to exist and pursuant to said action do hereby prohibit the hoarding of gold coins, gold bullion, and gold certificates within the continental United States by individuals, partnerships, associations and corporations and hereby prescribe the following regulations for carrying out the purposes of said order:

Section 3. For the purposes of this regulation, the term "benefit" means the welfare of and the well-being of all citizens, all families or all conditions from the recognized and accepted character of trade. The term "punish" means any individual, particularly, association or corporation.

Section 3. All persons are hereby required to deliver up or before May 1, 1933, to a Federal Reserve Bank or a branch or agency thereof or to any member bank of the Federal Reserve System all gold coins, gold certificates and gold certificates now owned by them occurring in their ownership on or before April 28, 1933, except the following:

At which amount all gold as may be required for legitimate and necessary expenses (including, if necessary, payment of any within reasonable time, including gold sent in refining and stocks of gold) to reasonable amount for the usual trade requirements of miners among and including such gold.

(b) (Cell) cash and gold (equivalent) in an amount not exceeding in the aggregate 1000000 belonging to each person; and gold coins having a weight of 1000 gms in collection of each of the natural coins.

Section 3. Gold which is coined or which becomes the effect of any gold coin, gold bullion or gold certificates after April 28, 1933, shall, within three days after receipt thereof, be turned over to the Comptroller of the Currency. Gold which is coined, gold bullion or gold certificates are held for the purposes specified in paragraph 6, the coined or Section 24 or which gold coin or gold bullion is held for purposes specified in paragraph 6, of Section 7 and the coined holdings, with respect to such gold coin or bullion, a license or application for license pending upon them.

Section 4.1, pay excess of petitioner, paid Austin or paid certificate of deposit, in accordance with Section 10 of the Federal Reserve Bank of member bank, with pay certificate of equivalent amount of any other bank, at date of certificate, valued at liquidation of the bank by the Federal Reserve.

Section 5. Street lamp standards in rural areas, gas lights and gas certificates are granted by the State of the Federal District or by the Federal District Government to the Federal District, State or their respective districts and by the Senate or by the Federal District.

Section 6. The Secretary of the Treasury, and the world trade available to the President, Section 53 of the Act of March 3, 1883, will be at proper times the reasonably result of transportation of gold coin, gold bullion and gold coin which is delivered in a creditable bank. The record of such bank in accordance with Section 3, 4, 5 & 6 thereof, including the cost of insurance, protection, and such other incidental expenses as necessary, upon presentation of satisfactory evidence of such loss. Such a sum as for this purpose may be presented, may be paid to the Secretary.

Section 5. In case where the delivery of gold coin, gold bullion or gold certificates by the Secretary results in the loss of gold coin and gold certificates and gold bullion delivered, the Secretary of the Treasury may, in his discretion, create the new units which may be delivered in place of the applicable units for such amount as may be needed in settling such claim, and such new units of the Bureau shall be held by a Federal Reserve Bank. Each application for new units which are necessary to settle the account shall be made by the gold coin, gold bullion and gold certificates in respect of which such application is made and the early delivery to the requesting bank of such new units is required.

Amendment. The signature of the Person in Charge designated in the instrument by which such regulations are made, is deemed necessary to carry out the purposes of this order under section 10(1) of the Customs and Excise Management Act 1992, in particular, to include any person permitting the Customs and Excise officials and their subordinates of the Federal Revenue Service, or officers of an equivalent authority of other state, province or territory, to deliver, remove or hold in trust gold coin and bullion in or for persons sharing the need for such coin or bullion for any of the purposes specified in paragraphs 1(a), (b) and (d) of Section 2 of the regulations.

This order and these regulations may be modified or revised at any time.

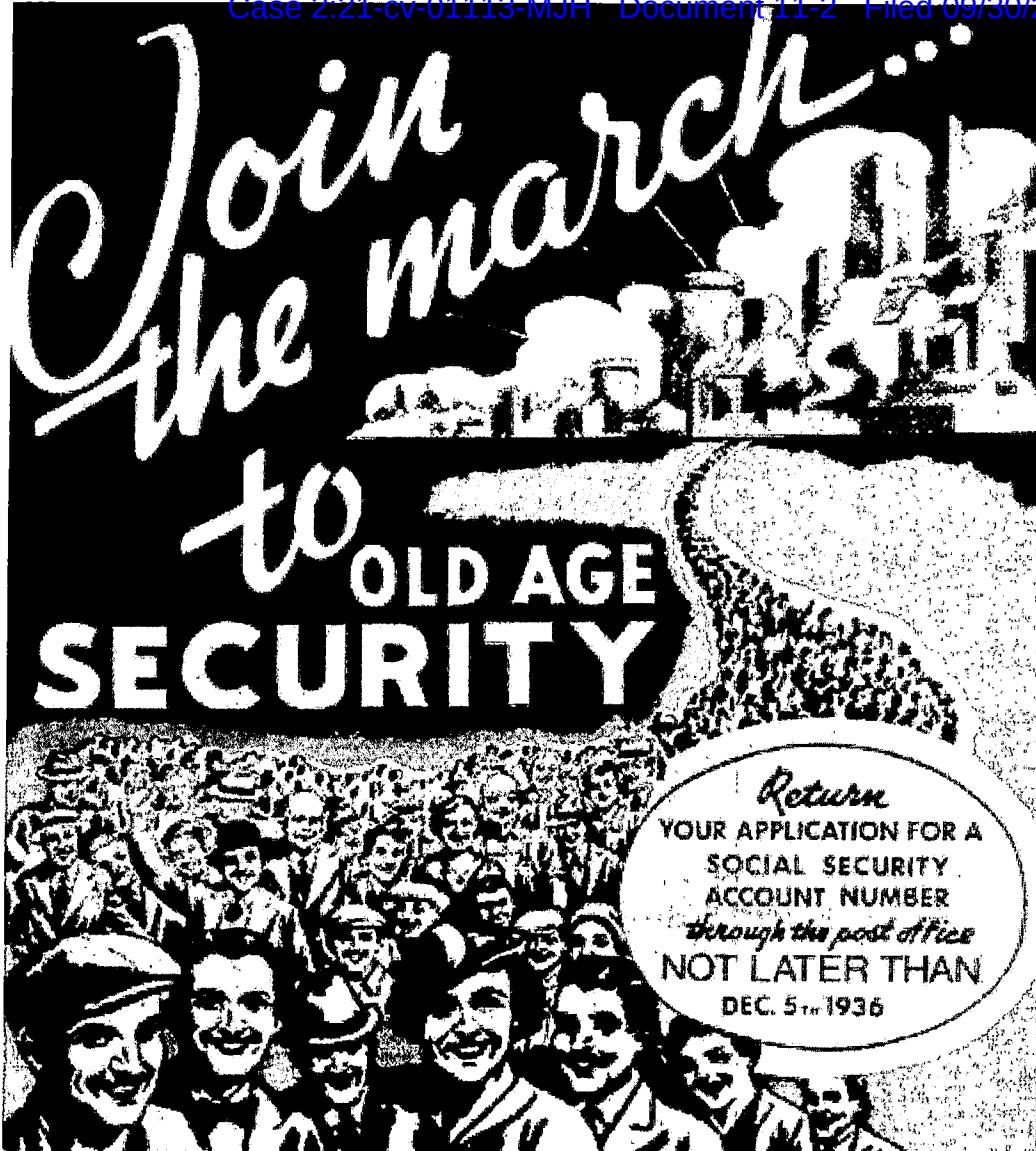
For Further Information Consult Your Local Bank

GOLD CERTIFICATES may be identified by the words "**GOLD CERTIFICATE**" appearing thereon. The serial number and the Treasury seal on the face of a **GOLD CERTIFICATE** are printed in **YELLOW**. Be careful not to confuse **GOLD CERTIFICATES** with other issues which are redeemable in gold but which are not **GOLD CERTIFICATES**. Federal Reserve Notes and United States Notes are "redeemable in gold" but are not **GOLD CERTIFICATES** and are not required to be surrendered.

**Special attention is directed to the exceptions allowed under
Section 2 of the Executive Order**

CRIMINAL PENALTIES FOR VIOLATION OF EXECUTIVE ORDER
\$10,000 fine or 10 years imprisonment, or both, as
provided in Section 9 of the order

W. W. W.
Secretary of the Treasury.



WHO IS ELIGIBLE

EVERYBODY WORKING FOR SALARY OR WAGES (WITH ONLY A FEW EXCEPTIONS) IN AN AGRICULTURE, DOMESTIC SERVICE, AND GOVERNMENT WORK ARE ELIGIBLE FOR SOCIAL SECURITY ACCOUNTS. THESE ARE AVAILABLE THROUGH EMPLOYERS. IF YOU ARE SELF-EMPLOYED OR IN BUSINESS, ASK FOR ONE AT THE POST OFFICE.

HOW TO RETURN APPLICATION

- 1. HAND IT BACK TO YOUR EMPLOYER, OR
- 2. HAND IT TO ANY LABOR ORGANIZATION
OF WHICH YOU ARE A MEMBER, OR
- 3. HAND IT TO YOUR LETTER CARRIER, OR
- 4. DELIVER IT TO LOCAL POST OFFICE, OR
- 5. MAIL IT IN A SEALED ENVELOPE
ADDRESSED TO POSTMASTER, LOCAL
OR IT NOW. NO POSTAGE NEEDED.

- Social Security Board

INFORMATION

MAY BE OBTAINED
AT ANY POST OFFICE

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

In the Matter of

CAPITAL ONE FINANCIAL CORPORATION
McLean, Virginia

Docket No. 20-014-B-HC

Cease and Desist Order Issued
Upon Consent Pursuant to the
Federal Deposit Insurance Act, as
amended

WHEREAS, Capital One Financial Corporation, McLean, Virginia (“COF”), a registered bank holding company, owns and controls Capital One N.A., McLean, Virginia, and Capital One Bank N.A. (USA), Glen Allen, Virginia (together, the “Banks”), both national banks regulated by the Office of the Comptroller of the Currency (“OCC”), and various nonbank subsidiaries (collectively with the Banks, “Capital One”);

WHEREAS, the Board of Governors of the Federal Reserve System (the “Board of Governors”) is the appropriate federal supervisor of COF;

WHEREAS, consistent with section 252.33(a)(2) of Regulation YY of the Board of Governors (12 C.F.R. § 252.33(a)(2)), COF is required to adopt an enterprise-wide risk management program designed to identify and manage risks across the consolidated organization;

WHEREAS, the Federal Reserve Bank of Richmond (the “Reserve Bank”) previously identified deficiencies in COF’s enterprise-wide risk management program;

- (v) the Lending Agreement or any other agreement delivered or executed in connection with the Lending Agreement ceases, for any reason, to be in full force and effect, or any person so asserts or any security interest or lien created hereby ceases to be enforceable or have the same effect and priority purported to be created hereby;
- (vi) the creation of an encumbrance upon Collateral, or placement of a levy, judicial seizure of, or an attachment upon Collateral;
- (vii) whenever the Bank deems itself insecure with respect to the financial condition of the Borrower or the Borrower's ability to perform its Obligations.

FRB Lending Documents has the meaning set forth in Section 8 of this Operating Circular.

Indebtedness means the total of the Borrower's overdrafts (whether intraday or overnight) in its Account(s) and any penalties and charges thereon.

Insolvency means:

- (i) the condition of insolvency;
- (ii) that a proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to adjudicate an entity bankrupt or insolvent or seeking reorganization, adjustment, dissolution, liquidation or other relief with respect to the Borrower or the Borrower's debt is commenced;
- (iii) that an assignment for the benefit of the Borrower's creditors occurs;
- (iv) that a receiver, custodian, conservator, or the like is appointed for the Borrower or for any of its United States or foreign branches or agencies;
- (v) that the Borrower has been closed by order of its supervisory authorities, or a public officer has been appointed to take over such entity;
- (vi) that the Borrower ceases or refuses to make payments in the ordinary course of business, or admits in a record its inability to pay its debt as they become due;
- (vii) the Borrower's business is suspended, or any party has presented or filed a petition for winding-up or liquidating the Borrower; or
- (viii) any other circumstances that evince the Borrower's inability to pay its debts when due.

Fedwire Funds Service Schedule

Each calendar day that is not a holiday close observed by the Federal Reserve Banks is a funds-transfer business day. The funds-transfer business day for each of the Federal Reserve Banks begins at 9:00 p.m. ET on the preceding calendar day (including if that preceding calendar day is a holiday observed by the Federal Reserve Banks) and ends at 7:00 p.m. ET. For example, on a Sunday preceding a Monday funds-transfer business day, the Fedwire Funds Service will open at 9:00 p.m. ET on Sunday for the Monday funds-transfer business day.

As permitted under Operating Circular 6, the Federal Reserve Banks have set cutoff times for various types of messages, including payment orders.

Type Code, Type of Message and Message Description

Type Code	Type of Message	Message Description	CONSUMER Natural Person
10	Customer message	A message in which the originator and/or beneficiary fields identify parties other than depository institutions	→ CAPITAL ONE N.A
15	Special account message	A message that can be sent only to/from prescribed accounts maintained at the Federal Reserve Bank of New York (generally, accounts for foreign central banks and international organizations)	
16	Bank message	A message in which the only parties to the funds transfer identified in the message are depository institutions	

As permitted under Operating Circular 6, the Federal Reserve Banks may extend a cutoff time or funds-transfer business day to facilitate special market needs.

SCHEDULE FOR PROCESSING ONLINE MESSAGES

This table states the times at which the Fedwire Funds Service processes online messages.

Messages	Times
Fedwire Funds Service begins processing online nonvalue messages sent using the FedPayments Manager application through the FedLine Advantage® Solution	8:35 p.m. ET on the preceding calendar day
Fedwire Funds Service begins processing (1) online payment orders and (2) online nonvalue messages sent through the FedLine Direct® Solution	9:00 p.m. ET on the preceding calendar day